



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

LEONARD *v.* VAUGHAN & CO.

June 10, 1915.

[85 S. E. 471.]

Brokers (§ 65*)—Right to Commission—Defect in Title.—Where one purchasing in reliance on the statements of the real estate agents as to the title to the property and its boundaries, and their assurance that they could make a quick sale of the property as they represented it to him, listed the land with the same agents, and they procured a purchaser who refused to complete the purchase because of a defect in the title, the principal, the original purchaser, was not liable for a commission, though he afterwards sold the land at a profit subject to the defect; the rule that real estate agents may act on the assumption that the owner can tender a title free from infirmities not applying where the facts are such that the ordinary presumption of knowledge by the owner and of his guaranty in favor of the agents cannot be implied.

[Ed. Note.—For other cases, see *Brokers*, Cent. Dig. §§ 48-50; Dec. Dig. § 65.* 2 Va.-W. Va. Enc. Dig. 640; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 145.]

Error to Hustings Court of City of Richmond.

Action by Vaughan & Co. against Thomas B. Leonard. From judgment for plaintiffs, defendant brings error. Reversed, and remanded for new trial.

McGuire, Riley, Bryan & Eggleston, of Richmond, for plaintiff in error.

Gunn & Mathews and *W. M. Justis, Jr.*, all of Richmond, for defendants in error.

CARNER *v.* MIDDLEKAUF et al.

June 10, 1915.

[85 S. E. 473.]

1. Fraudulent Conveyances (§ 277*)—Action to Set Aside—Burden of Proof—Husband and Wife.—Where, in a suit by creditors of C. to set aside as fraudulent a conveyance to C.'s wife and M. and a subsequent conveyance from M. of her undivided one-half interest to C.'s wife, the evidence showed that C. was insolvent, and that the stock traded for the land belonged to C. and remained in his name until transferred to the original grantor in payment for the land, the burden was on his wife to show that she, in good faith, furnished the consideration from her own, and not from her husband's means.

[Ed. Note.—For other cases, see *Fraudulent Conveyances*, Cent.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.